

2015 <u>Request for Quotes</u> Contractual Mowing Services

This packet includes:

- Information on Affirmative Action Plan requirements and City of Bloomington Living Wage Ordinance
- 2. Specifications and Bid Requirements
- 3. Sample Contract Agreement
- 4. Maps of Proposed Locations
- 5. Mowing Quote Form

Timeline:

Friday, February 27th – Pre-Bid meeting at the Cascades Golf Course Clubhouse at 1:00 pm. Meeting is not mandatory, but attendance is encouraged.

Monday, March 9th – Quotes are due no later than 1:00 pm local time in the Parks & Recreation office, Showers City Hall, Suite 250, 401 N. Morton St. Quotes will be opened at 1:00 pm.

Tuesday, March 24th – Anticipated award of bid will be made at meeting of the Board of Park Commissioners

For questions and information contact:

J. D. Boruff, Superintendent of Operations, Bloomington Parks & Recreation

Phone: (812) 327-6119

Email: boruffj@bloomington.in.gov

<u>IMPORTANT</u>: You must have an approved Affirmative Action Plan on file for your quote to be considered.

<u>IMPORTANT</u>: This contract will be subject to City of Bloomington Living Wage Ordinance requirements that may apply to your company. Information can be found at <u>www.bloomington.in.gov/livingwage</u>

Further information about filing Affirmative Action Plans and details of the Living Wage Ordinance can be found in this packet, or by contacting:

Barbara McKinney
Human Rights Director / Contract Compliance Officer
(812) 349-3429 Monday through Friday 8:00 am to 5:00 pm
mckinneb@bloomington.in.gov

Section 1.

Information on Affirmative Action Plans and City of Bloomington Living Wage Ordinance



2015

RE: Affirmative Action and Living Wage Ordinance

To Prospective Bidders:

Affirmative Action: All bidders with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability.

In addition, pursuant to the **Responsible Bidders Ordinance**, all bidders with the City of Bloomington for public work bids of \$150,000 or more must include two additional protected categories in their affirmative action plan: sexual orientation and gender identity.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid deadline. You must submit your plan to me <u>separately</u> from your bid. The twenty-four hours will give me sufficient time to review your and the other bidders' plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees,

recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

- (1) A workforce breakdown form. You MUST submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute a copy of that form instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.
- (2) An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- (3) Two sample affirmative action plans: one for bidders covered by the Responsible Bidders Ordinance and one for all other bidders. These may be useful if your company has never designed an affirmative action plan before. Feel free to adopt one of these plans as your own or to amend them to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

<u>Living Wage</u>: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at www.bloomington.in.gov/livingwage or call me. For 2015, the living wage for covered employees is \$12.31 an hour.

If you have any questions, contact me at (812) 349-3429 or e-mail me at mckinneb@ bloomington.in.gov. My office hours are Monday through Friday, 8-5. Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

BLOOMINGTON HUMAN RIGHTS COMMISSION Model Affirmative Action Plan

Policy Statement

provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry or disability. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

Responsible Officer

Mr. or Ms.	(or the
	officer) is the equal employment
opportunity officer for our company	y and is responsible for implementing this
affirmative action policy.	_

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes,
 and
- training supervisors to recognize discriminatory practices.
 We will make potential employees aware of our policy through the following

procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry or disability.

Grievance Procedure

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry or disability he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to ______ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil

voicing a grievance or for filing a comp	against an employee or applicant for laint with the appropriate agency.
Our current workforce breakdown is sho	own on the attached form.
Corporate President	Date

WORKFORCE BREAKDOWN FORM

TELEPHON	IE				COMMUNICATION TO THE STATE OF T	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
sition, Title Class or Category	Total Number Employees in Each Position	Total Number Minority	Percent of Total	Total Number Female	Percent of Total	Total Number with Disabilities	Percei of Tota
		-					
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AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is <u>not</u> an Affirmative Action Plan

Effective Date:

Contractor: I	Plan MUST include:	Yes	No	o Comments
Policy staten opportunity	nent of equal employment			
Covers:	Applicants for employment			
	Employees	ļ		
On basis of:	Race	-		
	Religion			
	Color			
	Sex National Origin			
	Ancestry	 		
	Disability		1	
	Sexual Orientation *			
Designates a n	Gender Identity * verson responsible for		-	
implementatio				
Provides for co	ommunication of the policy:			
_	the organization		1	
	cruitment sources, unions)			
employment (e promotion, duti	erms and conditions of .g., hiring, placement, les, wages, benefits, layoff, discipline,			
Provision for: R groups	Recruitment from minority			
Provision for: E programs	qual access to training			
Grievance Proce Prohibits retaliat	edure ion for filing grievances			
Workforce Breal (figures up to da	kdown te within 6 months)			
		}	ļ	

Section 2.

Specifications and Bid Requirements



CITY OF BLOOMINGTON parks and recreation

2015 REQUEST FOR QUOTATIONS MOWING AND TRIMMING SERVICES

The City of Bloomington, Department of Parks and Recreation, requests quotations from qualified vendors for *Mowing and Trimming Services* at locations listed in this packet.

The City of Bloomington, Board of Park Commissioners will make the contract award and reserves the right to accept or reject any or all proposals. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful bidder(s). The term of this contract shall be for one year with the option to renew. The time period for these services shall begin on or about April 6,2015 and terminate on or about October 9, 2015.

A Pre-Bid/Quote Meeting will be held to address vendor's questions regarding the Mowing and Trimming Services Request for Quotations. Contractor attendance at this meeting is not mandatory, but is encouraged. The meeting will be held on Friday, February 27, 2015 at 1:00 pm local time at the Cascades Golf Course Clubhouse located at 3550 N. Kinser Pk. in Bloomington. Answers to questions, and clarifications of information, shall be provided at this meeting.

Quotation packets shall be available at no charge at the City of Bloomington "Bloomingbids" website located at:

https://bloomington.in.gov/sections/viewSection.php?section_id=537

City of Bloomington will provide no hard copies of the quotation packets.

QUOTATION SUBMITTAL DEADLINE

Monday, March 9, 2015 – No later than 1:00 p.m. local time

Submit sealed Quotations with envelope clearly marked <u>"Mowing Services Quote"</u> to:

Bloomington Parks and Recreation Attn: J.D. Boruff, Operations Superintendent Showers City Hall 401 North Morton Street, Suite 250 Bloomington, Indiana 47402

A. Inspection of Locations

Before submitting a quote, bidders are encouraged to examine all the locations specified herein where mowing services are to be performed. The bidder is solely responsible for becoming familiar with existing conditions at the specified sites under which they would be obliged to operate. The contractor is also responsible for reporting any conditions they find that may affect the work specified under this contract. Changes to the Scope of Work, or Technical Specifications will be made only prior to signing of the Agreement. No changes to contractual obligations shall be made after the Agreement is signed.

B. General Conditions & Scope of Work

- A mowing location list is provided in this packet. They are detailed on the Mowing Quote Form in Section 5. Maps of properties are included as well in Section 4.
- 2. Work performed by the contractor shall involve <u>approximately</u> 26 weekly mowing cycles and <u>approximately</u> seven monthly cycles during the Agreement.
- 3. Frequency of mowing cycles will be at the discretion of the Superintendent of Operations or his designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
- 4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Superintendent of Operations, and/or his designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
- 5. Bidders are required to provide a cost quote for each mowing cycle at each specified location.
- 6. Monthly invoices are to be submitted listing only the exact mowing and trimming services performed in the specified billing period. Payments will not be made on the weeks, months, or bi-monthly periods when work was not performed.
- 7. The Contractor shall coordinate with the Superintendent of Operations, or his designee, regarding hours, schedules, and any other conditions affecting performance of the work.
- 8. The Superintendent of Operations, or his designee, and the contractor must mutually understand work priorities, maintenance methods and

management techniques. Upon request and/or necessity, the Superintendent of Operations, or his designee, will accompany the contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the Superintendent of Operations, or his designee, and subject to his approval.

- 9. The contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at:

 http://bloomington.in.gov/code/level2/TIT14PESA_CH14.09NOCO.html
- 10. The Superintendent of Operations, or his designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.
- 11. All work performed by the Contractor shall be subject to inspection at any time. If the work is found to be unsatisfactory to the Superintendent of Operations, or his designee, an "unacceptable" condition will exist. The process and consequences for an unacceptable condition are detailed in Section G of this document.

C. Technical Specifications

- 1. Prior to mowing, the contractor shall inspect the property and remove all litter and debris within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the contractor.
- 2. Typically the amount of trash and litter is minimal and the removal by the contractor shall be considered within the scope of the Agreement. If the contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Superintendent of Operations, or his designee, who will assign City staff to assist with the clean up of the site.
- 3. No mowing is to be done in areas when the adjacent property owner is mowing and trimming. If a question arises over where the extents of mowing work under the Agreement are, the Superintendent of Operations will make the final determination.

- 4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more that one-third (1/3) of the leaf blades are removed per mowing.
- 5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
- 6. All chain link fences require complete removal of grass from beneath the fence line.
- 7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
- 8. Care should be taken not to allow grass clippings to cover mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
- Contractors equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
- 10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf.
- 11. Areas under construction will be cut as much as possible and upon completion of the construction, the contractor will complete the cutting required in the construction area.
- 12. During wet periods, the contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
- 13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it.
- 14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions allow.

- 15. All debris collected in regards to mowing services shall be disposed of by the contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
- 16. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the Superintendent of Operations, or his designee.
- 17. If the Contractor notices any vandalism, or damage of any kind, to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they will be report it to the Superintendent of Operations as soon as possible.
- 18. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Superintendent of Operations or the City of Bloomington Urban Forester.

D. Provision of Labor, Tools and Equipment.

The contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Superintendent of Operations, or his designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

E. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The Superintendent of Operations and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for

the performance of their employees and shall address any concerns promptly and to the satisfaction of the Superintendent of Operations.

Contractor shall have a competent person in charge of its work at all times to whom the Superintendent of Operations, or his designee, may issue directives, and who shall accept and act upon such directives.

F. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The Superintendent of Operations, or his designee, will require the contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractors responsibility to provide all necessary safety equipment to their employees. The Contractors personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

G. Default for Unacceptable Conditions

Should an inspection by the Superintendent of Operations, or his designee, reveal that the Contractor's work results in any unacceptable maintenance condition:

- 1. The Superintendent of Operations at the time of the first incident shall call a meeting with the Contractor to review the concern.
- 2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
- 3. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

In the event the City of Bloomington has to take action to correct a unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense.

Any damage to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractors request, the Superintendent of Operations will make himself available to accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and Superintendent of Operations would determine, if any, what damage already exists prior to Contractor beginning work.

H. Qualification of Bidders

The following factors will be used for evaluation of any Contractors quote submitted:

- 1. Maintenance of a permanent, stable or reputable place of business;
- 2. Reputation for and maintenance of adequate facilities and equipment necessary to perform the project work properly, expeditiously and in compliance with generally accepted standards for quality, skill. The Superintendent of Operations, or his designee, has the right to inspect all equipment and materials which would be used in carrying out the terms of the contract. Any equipment or materials that does not comply with the terms of the contract may be rejected by the City of Bloomington.
- 3. Suitable and reputable financial status necessary to meet obligations incidental to performing work under the contract; and
- 4. Appropriate technical experience. A determination of whether a Bidder is responsible includes but is not limited to consideration of ability to perform the work, as well as the skill, ability, judgment, experience and integrity necessary to do faithful, conscientious work, and to fulfill the terms of the

contract. No Bidder will be acceptable if engaged in any other work or project, which impairs the Bidder's ability to finance or perform this Contract, or to provide proper equipment for the proper execution of this Contact.

I. Verification of Qualifications

Each Bidder shall submit a Statement of the Bidder's Qualification, experience in performing and completing the type of work embraced herein, the organization and equipment available for the work contemplated, and when specifically requested by the City of Bloomington, a detailed financial statement and or itemization of equipment and personnel available. The City of Bloomington shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the Bidder to perform project obligations and Bidder shall furnish references as well as any other pertinent information when requested.

J. Bidding Requirements

1. Affirmative Action Plan.

An approved Affirmative Action Plan must be on file before a quote can be considered. See Section 1.

2. Insurance Requirements:

The Contractor shall, as a prerequisite to this Agreement, purchase and maintain during the duration of this Agreement such insurance as will protect him/her from the claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Cove	<u>rage</u>	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
B. Accid	Employer's Liability Bodily Injury by ent Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit

Bodily	Injury	by [Disease
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\$100,000 each employee

<u>Cover</u> C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit	Limits \$1,000,000 per occurrence and \$2,000,000 in the aggregate
	(other than Products/Completed Operations)	
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

The Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- 1. Premises and operations;
- 2. Contractual liability insurance as applicable to any hold-harmless agreements;
- 3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;

- 4. Broad form property damage including completed operations;
- 5. Fellow employee claims under Personal Injury; and
- 6. Independent Contractors.

With the prior written approval of the City, the Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

3. Inventory / list of mowing equipment.

List of equipment that Contractor plans to use. This shall include equipment currently in inventory, and equipment Contractor plans to obtain to fulfill contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

4. References.

Contractor will provide at least two references. These references shall be current or former customers.

5. Professional Experience.

Contractor will provide details on years of experience in lawn care business, whether customers were primarily residential or commercial, and typical sizes of area maintained.

6. Mowing Quote Form.

Prices quoted by Contractor will be listed on the Mowing Quote Form provided in Section 5 of this packet.

K. Contract Award

The City of Bloomington, Board of Park Commissioners will make the contract award and reserves the right to accept or reject any or all proposals. Contract award(s) is/are dependent upon the execution of mutually acceptable contract(s) with the successful bidder(s). The contract award will be voted on by the Board at their March 24, 2015 meeting.

Section 3.

Sample Contract Agreement



AGREEMENT

BETWEEN DEPARTMENT OF PARKS AND RECREATION AND

FOR	
THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Parks and Recreation ("CITY"), and, ("CONTRACTOR");	
WITNESSETH THAT:	
WHEREAS, the CITY desires to retain the CONTRACTOR'S services for	

WHEREAS, the CONTRACTOR is capable of performing as per his/her bid on the Bid Summary sheet; and,

WHEREAS, the CONTRACTOR was determined to be the lowest responsible and responsive bidder for said project;

NOW, THEREFORE, in consideration of the mutual promises enumerated in this Agreement, the parties agree as follows:

A, "Scope of Work"); and,

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties.

ARTICLE 2. SERVICES

2.01 The CONTRACTOR shall complete all work required under this Agreement within ------- days from the written Notice to Proceed. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of the CONTRACTOR to complete all work as provided in this Agreement will result in monetary damages to the CITY. It is hereby agreed that the CITY will be damaged for every day the work has not been performed in the manner provided in this Agreement and that the measure of those damages shall be determined by reference to the then current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time. The CONTRACTOR agrees to pay the CITY said damages or, in the alternative, the CITY, at its sole discretion, may withhold monies otherwise due to the CONTRACTOR. It is expressly understood by the parties to this Agreement that these damages relate to the time of performance and do not limit the CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 The CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties. The parties understand, however, that permitting the CONTRACTOR to proceed to complete any service, or any part of the services / project, after such extension of time has been granted, shall in no way operate as a waiver on the part of the CITY of any of its rights in this Agreement.

ARTICLE 3. COMPENSATION

<u>3.01</u>	The CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work,"
attach	ed to and incorporated into this Agreement.

3.02	Upon the submittal of approved claims, the CITY shall compensate the CONTRACTOR i	n
a lump	o sum of)	١.

The CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

- 2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the CITY.
- 3. Failure of the CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- 4. Damage to the CITY or a third party.
- <u>3.03</u> The submission of any request for payment shall be deemed a waiver and release by the CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains, except as specifically reserved and noted on such request.
- <u>3.04</u> The CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the CITY's representatives at reasonable business hours.
- <u>3.05</u> The CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to the City Engineer or his/her representative for approval and review, including review for compliance with Prevailing Wage requirements.

ARTICLE 4. GENERAL PROVISIONS

4.01 The CONTRACTOR agrees to indemnify and hold harmless the CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by the CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified hereinunder. Such indemnity shall include attorney fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

4.02 Abandonment, Default and Termination

4.02.01 The CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If the CITY abandons the work described in this Agreement, the CONTRACTOR shall deliver to the CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of the CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by the CONTRACTOR under this Agreement and the work which the CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by the CITY and the CONTRACTOR. The payment as made to the CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

- 4.02.02 If the CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, the CITY may, after seven (7) days' written notice has been delivered to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR. In the alternative, the CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery on the site owned by the CONTRACTOR, and may finish the project by whatever method it may deem expedient. If such action exceeds the unpaid balance of the sum amount, the CONTRACTOR or his surety, shall pay the difference to the CITY.
- 4.02.03 <u>Default:</u> If the CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he/she shall be considered in default. Any one or more of the following will be considered a default:
 - 1. Failure to begin the work under this Agreement within the time specified.
 - 2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
 - 3. Unsuitable performance of the work as determined by the CITY ENGINEER or his/her representative.
 - 4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
 - 5. Discontinuing the prosecution of the work or any part of it.
 - 6. Inability to finance the work adequately.
 - 7. If, for any other reason, the CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.
- 4.02.04 The CITY shall send the CONTRACTOR a written notice of default. If the CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then the CITY shall have full power and authority, without violation of this Agreement, to take the prosecution of the work out of the hands of the CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of this Agreement according to the terms and provisions thereof, or the CITY may use such other methods as, in its opinion, shall be required for the completion of this Agreement in an acceptable manner.
- 4.02.05 All cost of completing the work under this Agreement shall be deducted from the monies due or which may become due to the CONTRACTOR. In case the expenses so incurred by the CITY shall be less than the sum which would have been payable under this Agreement if it had been completed by the CONTRACTOR, the CONTRACTOR

shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under this Agreement, the CONTRACTOR and his/her Surety will be liable and shall pay to the CITY the amount of the excess. By taking over the prosecution of the work, the CITY does not forfeit the right to recover damages from the CONTRACTOR or his/her Surety for his/her failure to complete the work in the time specified.

- 4.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by the CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.
- 4.02.07 The CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term of this Agreement a request for sufficient funds to meet its obligations under this Agreement in full.

4.03 Successors and Assigns

- 4.03.01 Both parties agree that for the purpose of this Agreement, the CONTRACTOR shall be an Independent Contractor and not an employee of the CITY.
- 4.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by the CONTRACTOR except with the written consent of the CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the CONTRACTOR of any responsibility of the fulfillment of this Agreement.

4.04 Extent of Agreement: Integration

- 4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out in it:
 - 1. This Agreement
 - 2. Technical Specification (Attachment A, "Scope of Work")
 - 3. Where applicable, Bid Prices (Attachment B)
 - 4. Upfront Specifications (Definitions and Bidder's Responsibilities)
 - 5. Information for Bidders
 - 6. Advertisement
 - 7. The CONTRACTOR'S submittals

- 8. The current Indiana Department of Transportation Standard Specifications and the latest addenda
- 9. All plans as provided for the work that is to be completed
- 10. Any and all Indiana State Immigration Law documentation (Attachment C).
- 4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by the CONTRACTOR, and other rights and obligations of the CITY and the CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon the CONTRACTOR and affording the greater right or remedy to the CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 The CONTRACTOR shall, as a prerequisite to this Agreement, purchase and maintain during the duration of this Agreement such insurance as will protect him/her from the claims set forth below which may arise out of or result from the CONTRACTOR'S operations under this Agreement, whether such operations be by the CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Covera	age	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
B. Accide	Employer's Liability Bodily Injury by ent Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000

Each Occurrence Limit \$1,000,000

Fire Damage (any one fire) \$50,000

D. Comprehensive Auto Liability (single \$1,000,000 each

> limit, owned, hired and non-owned) accident

Bodily injury and property damage

E. **Umbrella Excess Liability** \$5,000,000 each

> occurrence and aggregate

The Deductible on the Umbrella Liability

shall not be more than \$10,000

- 4.05.02 The CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:
 - 1. Premises and operations;
 - 2. Contractual liability insurance as applicable to any hold-harmless agreements;
 - 3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and the CONTRACTOR shall continue to provide evidence of such coverage to the CITY on an annual basis during the aforementioned period;
 - 4. Broad form property damage - including completed operations;
 - 5. Fellow employee claims under Personal Injury; and
 - 6. Independent Contractors.
- 4.05.03 With the prior written approval of the CITY, the CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.
- 4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the CITY prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least sixty (60) days' prior written

notice has been received by the CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

<u>4.06</u> <u>Necessary Documentation</u> The CONTRACTOR certifies that it will furnish the CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. The CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

4.07 Applicable Laws The CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to the CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Indiana State Immigration Laws. The CONTRACTOR agrees to comply with all requirements under Indiana Code 22-5-1.7-11(a), which mandates that the CITY not enter into a service agreement with a business entity, without receiving the following from the business entity:

- an affidavit that affirms the business entity has enrolled in and participates in the E-verify program & provides documentation of the enrollment;
- but the business entity is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists; and,
- the business entity provide an affidavit affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S.

The affidavit is attached to and incorporated into this Agreement as Attachment C.

The CONTRACTOR agrees to require the same documentation from his/her subcontractors as part of the contract documentation required for agreements with his/her subcontractors.

The term 'business entity' does not include a self-employed person who does not employ any employees, and is therefore exempt from the above stated requirement.

4.08 Non-Discrimination

4.08.01 The CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, sexual orientation and gender identity, color,

religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

- 4.08.02 The CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, State of Indiana and the United States regarding:
 - 1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, sexual orientation and gender identity, or any other legally protected classification;
 - 2. The utilization of Minority and Women Business Enterprises. The CONTRACTOR further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicap, sexual orientation and gender identity, or any other legally protected classification.
- C) That there may be deducted from the amount payable to the CONTRACTOR, by the CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the federal, state and local provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by the CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of this Agreement.

4.09 Workmanship and Quality of Materials

- 4.09.01 The CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the CITY of the purchase price of that portion which failed or may result in the forfeiture of the CONTRACTOR's Performance Bond.
- 4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City ENGINEER. The approval by the City ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve the CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the City ENGINEER.
- 4.09.03 The CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.
- <u>4.10</u> <u>Safety</u>. The CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. The CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. The CONTRACTOR's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both the CITY and the CONTRACTOR.

- 4.11.02 Without invalidating the Agreement and without notice to any surety, the CITY may at any time or from time to time, order, in writing, additions, deletions or revisions in the work. Upon receipt of any such document, the CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.
- 4.11.03 If the CONTRACTOR believes that any direction of the CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the contract time or price, he shall file written notice with the CITY no later than twenty (20) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the contract time or price will be valid if not submitted in accordance with this Paragraph.
- 4.11.04 The CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as the CONTRACTOR and the CITY may otherwise agree in writing.

4.12 Performance Bond and Payment Bond

- 4.12.01 The CONTRACTOR shall provide the CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.
- 4.12.02 Failure by the CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of the CONTRACTOR'S Performance Bond.
- 4.12.03 If the surety on any bond furnished by the CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, the CONTRACTOR shall, within thirty (30) days thereafter, substitute another bond and surety, both of which must be acceptable to the CITY.
- <u>4.13</u> <u>Payment of Subcontractors</u> The CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to the CONTRACTOR on the project under this Agreement. The CITY may, as a condition precedent to any payment hereunder, require the CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to the CONTRACTOR. Upon receipt of a lawful claim, the CITY shall withhold money due to the CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to the CONTRACTOR.
- <u>4.14</u> <u>Written Notice</u> Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to the CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY: TO CONTRACTOR:

City of Bloomington, Showers City Hall	
401 N. Morton, Suite 250	
Bloomington, Indiana 47402	

- <u>4.15</u> <u>Severability and Waiver</u> In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.
- 4.16 Notice to Proceed The CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City Engineer. The Contractor shall start active and continuous work on this Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this Agreement during that period.

4.17 Steel or Foundry Products

- 4.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should the CITY feel that the cost of domestic steel or foundry products is unreasonable; the CITY will notify the CONTRACTOR in writing of this fact.
- 4.17.02 Domestic Steel products are defined as follows:
 - "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
- 4.17.03 Domestic Foundry products are defined as follows: "Products cast from ferrous and nonferrous metals by foundries in the United States."
- 4.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.
- 4.17.05 The CITY may not authorize or make any payment to the CONTRACTOR unless the CITY is satisfied that the CONTRACTOR has fully complied with this provision.

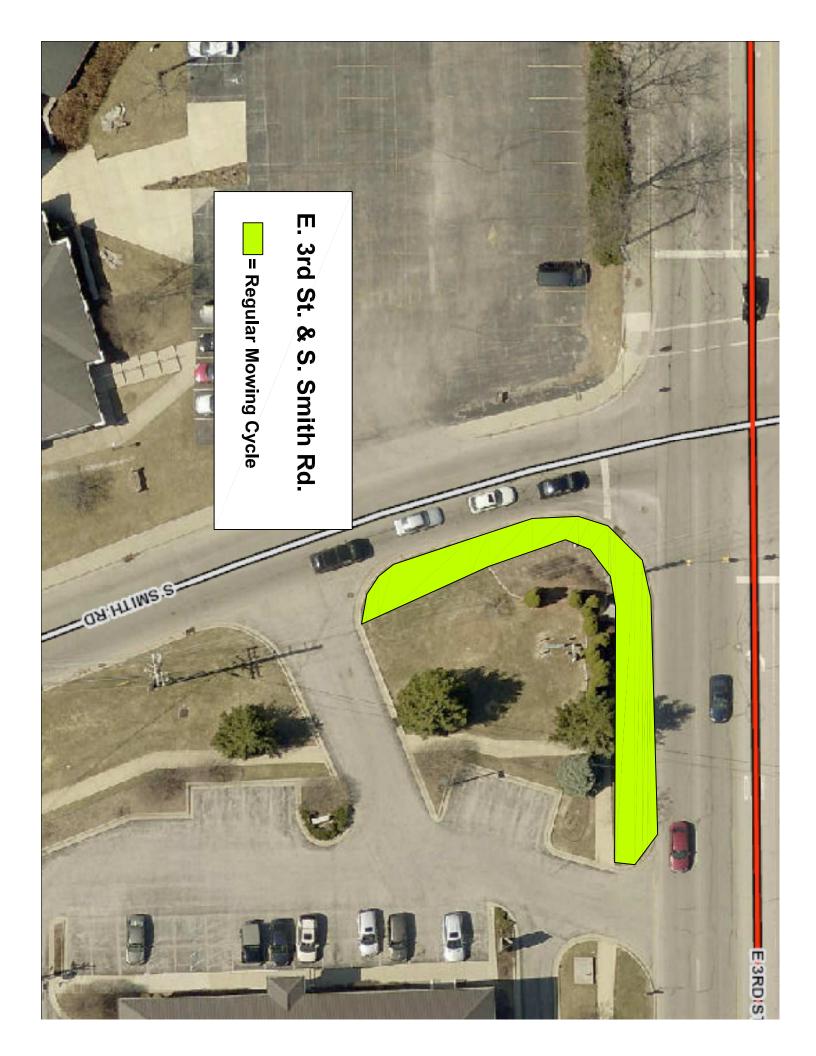
IN WITNESS WHEREOF, the parties of this Agreement have signed this Agreement.			
DATE:			
City of Bloomington Department of Parks and Recreat Board of Park Commissioners	ion		
BY:		BY:	
Leslie J. Coyne, President Board of Park Commissioners	Date	Contractor Representative	Date
Mick Renneisen, Director Parks and Recreation	Date	Printed Name	
Mark Kruzan, Mayor City of Bloomington	 Date	Title of Contractor Representative	

Attachment A Scope of Work

Attachment B Bid Prices

Section 4.

Maps of Proposed Locations

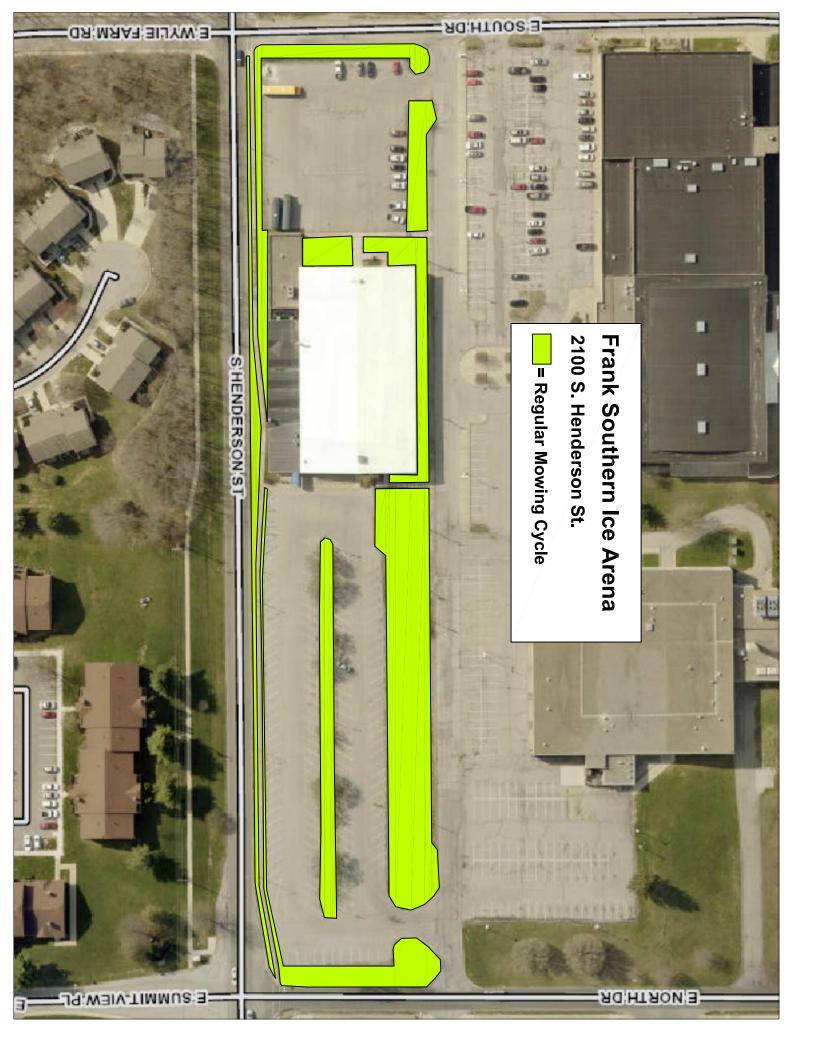












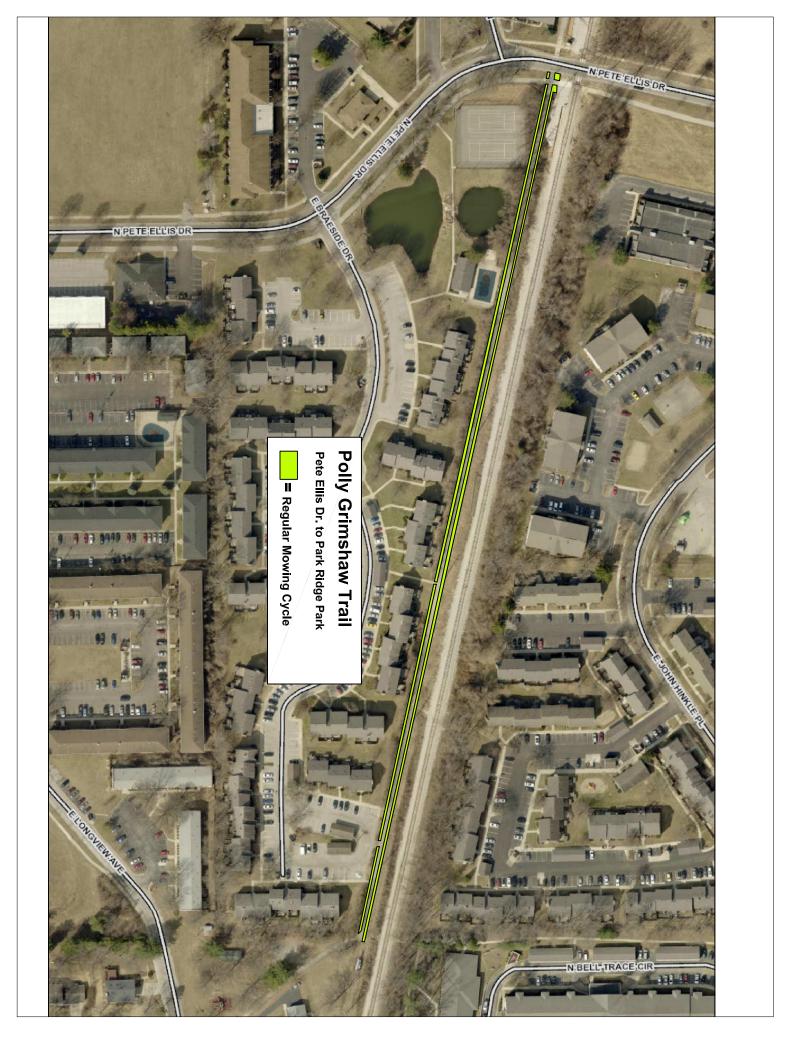














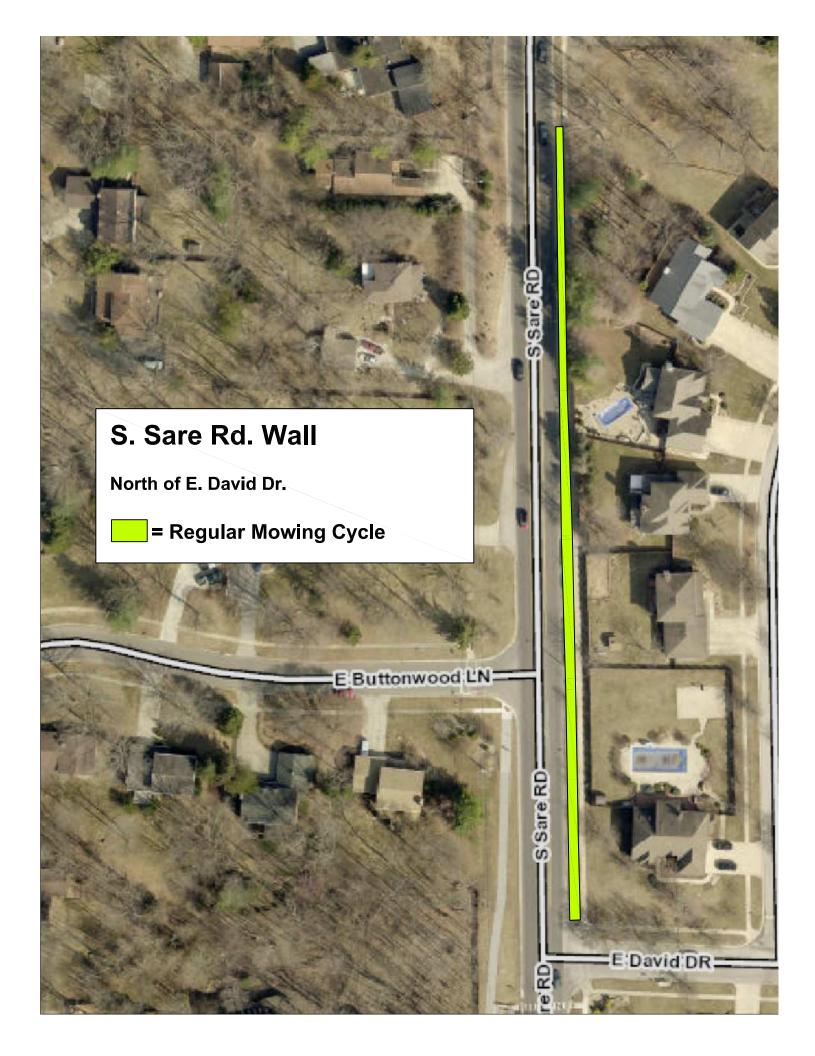








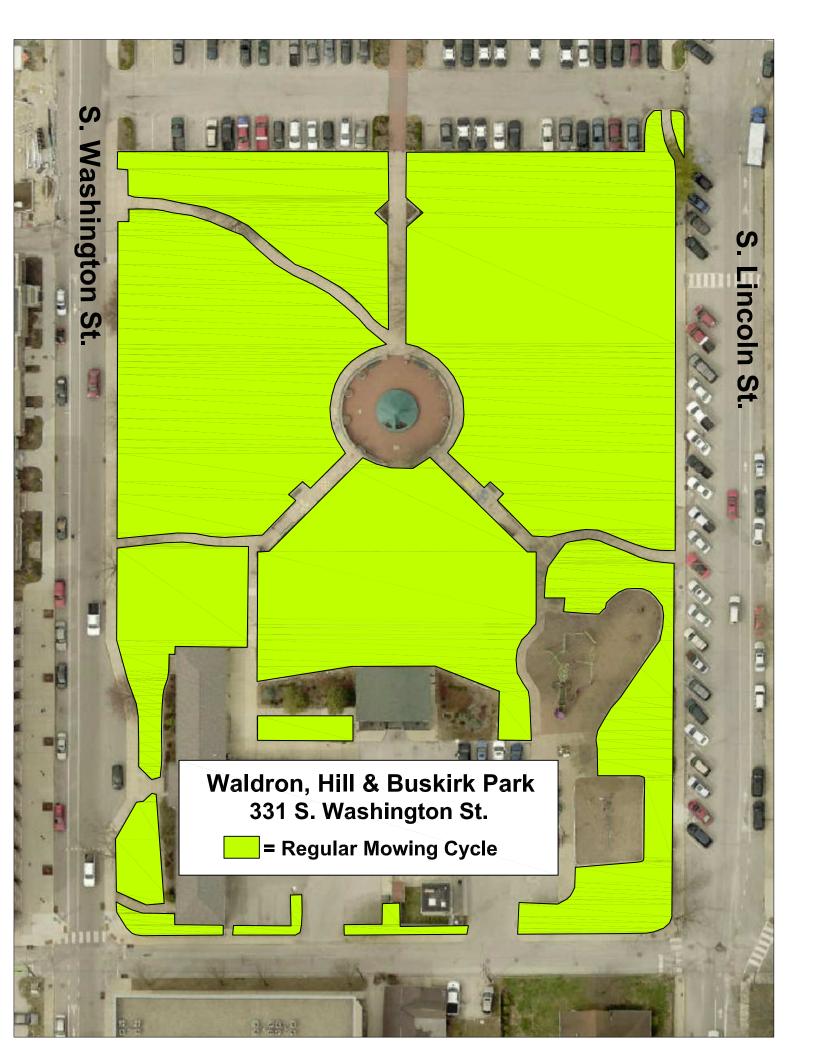


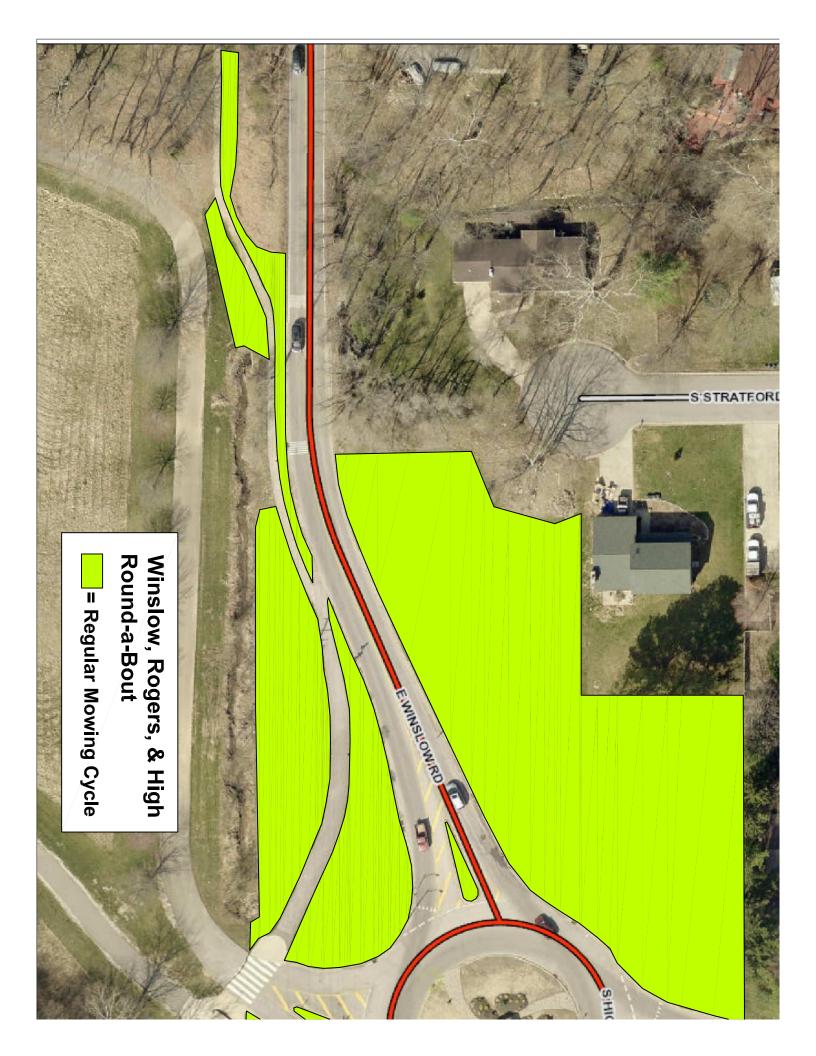


















Section 5.

Mowing Quote Form

Mowing Quote Form

Location			Cost Per Mowing Cycle
Ith St & Dunn St Parking Lot	=	\$	
Dodds St Triangle Median Islands	=	\$	
Park Ridge West Park	=	\$	
Polly Grimshaw Trail	=	\$	
Park Ridge East Park	=	\$	
East 3rd St & Smith Rd	=	\$	
College Mall Rd. & Moores Pike	=	\$	
South Sare Rd., East Side Wall	=	\$	
South Sare Rd., West Side Hill	=	\$	
NW corner of S. Sare Rd. and E Rhorer Rd.	=	\$	
Vinslow Rd., High St., Rogers Rd. Round a Bout	=	\$	
Southeast Park	=	\$	
Vest 8th St., Adams St., & Vernal Pike	=	\$	
Highland Village Park	=	\$	
Schmalz Farm Park	=	\$	
Vinslow Woods Park	=	\$	
Vinslow Sports Parks	=	\$	
Mills Pool	=	\$	
Frank Southern Ice Arena	=	\$	
Rail Trail Parking Lot, Country Club Dr.	=	\$	
Valdron, Hill, & Buskirk Park	=	\$	
Building and Trades Park	=	\$	
Seminary Park	=	\$	
SR 46 Median Islands	=	\$	
	=	\$	
Fotal cost of all locations per mowing cycle	_		
Total cost of all locations per mowing cycle	=	\$	
Multiply by 26 (average number of cycles per year)		Ψ	
		X	26
Total Average Yearly Cost			
		\$	
Please Remember:			

Name of Company:
Signature of Responsible Party:
Printed Name of Responsible Party:
Dato:

Contact Information

	Reminder!			
Address:	An approved affirmative action plan must be on file with the City			
City:	of Bloomington prior to submitting quote.			
State & ZIP:				
Phone #1:	The following must be submitted with Quote:			
Phone #2:	1. Proof of insurance, or proof of ability to obtain insurance.			
Email:	List of mowing equipment inventory			
	3. Provide two or more references			
	4. Provide details of experience in the Lawn Care business.			